

CITY OF ELKHART
BOARD OF PUBLIC WORKS MEETING
AGENDA

Common Council Chambers
9:00 A.M., Tuesday, March 4, 2025

<https://signin.webex.com/join>

Join by phone: 1-415-655-0001

Meeting Number (access code): 2307 033 5119 Meeting password: BOW25

- I. Roll Call**
- II. Approve Agenda**
- III. Open Bids**
 - Bid #25-04 Fire Station 6
 - Bid #25-09 Police Cars
 - Bid #25-10 City Light Trucks
- IV. Claims & Allowance Docket**
- V. Minutes-** Regular Meeting February 18, 2025
- VI. Public Hearing: Preliminary Engineering Report to Obtain Assistance from the Clean Water State Revolving Fund (CWSRF)**
- VII. Engineering**
 - a.) Administration
 - PER Approval to Obtain Assistance from the Clean Water State Revolving Fund (CWSRF)
 - PSA with DLZ Indiana, LLC Oakland Avenue Project B CSO Storage Tank Phase II
 - Joint Use and Maintenance Agreement with INDOT for Hively Avenue Overpass
 - Accept Perpetual Stormwater Utility Easement from Adam Clifford and Elizabeth Clifford
 - Access Agreement with CSU Inc. for Utility Relocation Work
 - b.) Utility
 - Change Order #7 Elkhart WWTP Capacity Upgrades Phase 2 QA7634
 - Change Order #8 Elkhart WWTP Capacity Upgrades Phase 2 QA7634
 - Elkhart WWTP Capacity Upgrades Phase 2 QA 7634 Partial Payment #79 to Bowen Engineering Corp (Tabled)
 - Ratify Partial Payment #53 to American Structurepoint for SRF WW22162005 Oakland Ave Project C Harrison Street Design
 - Change Order 895.2 Collections and Distribution Garage- Elkhart WWTP Capacity Upgrades Phase 2

VIII.

Utilities

a.) Administration

- Wastewater MRO for January 2025
- Amendment No. 1 to South Wellfield Lease Agreement
- Board of Works Resolution 25-R-03 Supporting the Proposed Water Rates as Submitted to the Common Council

b.) Regulatory Compliance

- Powered Industrial Truck (Forklift) Operator Class & Overhead Crane Operator Class

c.) Pretreatment

- Significant Industrial Users- Significant Non-Compliance

IX.

New Business

- Economic Development Partnership Grant- Elkhart County Symphony
- Contract with Sign of the Times
- Agreement with University of Notre Dame School of Architecture: Description of Zone Code, Zoning Map, Zoning Code

X.

Public Participation

XI.

Adjournment

Board of Public Works
CLAIM AND ALLOWANCE DOCKET

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND INVOICES OR BILLS ATTACHED THERETO ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6. I ALSO HEREBY CERTIFY THAT THESE VOUCHERS AND INVOICES REPRESENT GOODS AND/OR SERVICES THAT ARE FOR THE BENEFIT OF THE CITY OF ELKHART AND THAT APPROPRIATIONS FOR THESE EXPENDITURES HAVE BEEN DULY MADE OR OTHERWISE AUTHORIZED BY THE CITY COUNCIL AND OTHER APPROPRIATE AUTHORITY.

February 25

_____, 2025



JAIME ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$4,961,300.42 AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 27 PAGES, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 4TH DAY OF MARCH 2025 BY:

PRESIDENT

MICHAEL C. MACHLAN

VICE PRESIDENT

JAMIE ARCE

MEMBER

RON DAVIS

MEMBER

ROSE RIVERA

MEMBER

ANDY JONES

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

Board of Public Works

Accounts Payable Summary 3.4.25

Individual Claims Over \$25,000 each:

Fund	Vendor	Description	Amount
1101	GIBSON INSURANCE AGENCY, INC	Risk Mangement and OSHA training	\$ 25,000.00
1101	APPLIED CONCEPTS, INC	RADAR UNIT PACKAGES	\$ 25,567.50
7704	HEALTH RESOURCES	HRI Dental	\$ 28,201.95
2201	COMPASS MINERALS AMERICA, INC.	Bulk highway salt- 359.01 tons @ \$79.61 ton	\$ 28,580.79
6501	ELKHART COUNTY TREASURER PROPERTY TAXES	SW PARTNERSHIP FEES FOR 2024	\$ 33,796.06
6201	C & E EXCAVATING	EMERGENCY REPAIR- HUBBARD AVE	\$ 41,458.32
4402	CDW GOVERNMENT INC	BARRACUDA LICENSE- SUBSCRIPTION YEAR 1 OF 3	\$ 41,664.00
4445	CHARLES L. PELLEY	Freight Street Property Demolition	\$ 48,551.00
1101	DELL MARKETING L.P.	OPTIPLEX MICRO FORM FACTOR PLUS 7020	\$ 49,492.57
1101	FLOCK GROUP INC	2025 FLOCK CAMERA MAINTENANCE	\$ 49,999.98
1101	MMLJ, INC	Sand/Soda Blasting Equipment	\$ 52,111.98
2404	LAERDAL MEDICAL CORPORATION	SimMom Tetherless	\$ 53,385.40
2500	PLEVNA IMPLEMENT CO. INC	MANITOU MT 625 TELEHANDLER	\$ 80,000.00
6203	TROJAN TECHNOLOGIES	PARTS FOR UV REBUILD	\$ 160,000.00
Total Claims over \$25,000			\$717,809.55
Regular Claims under \$25,000:			\$ 541,841.42
Total Regular Departmental Claims:			\$1,259,650.97

Pre-Approved Claims Over \$25,000 each: (a)

7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS-PHARMACY	\$ 25,198.83
7739	USI INSURANCE SERVICES LLC	CYBER LIABILITY INSURANCE RENEWAL 1/1/25 - 1/1/26	\$ 39,244.18
7704	ANTHEM INSURANCE COMPANIES INC	ADMINISTRATIVE FEES - MEDICAL	\$ 44,609.60
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - PHARMACY	\$ 44,891.30
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS-MEDICAL	\$ 49,179.52
7704	ANTHEM INSURANCE COMPANIES INC	CLAIMS - MEDICAL	\$ 57,225.45
8806	INDIANA PUBLIC RETIREMENT SYSTEM-POLICE	INPRS- Police Regular Wage & Contribution 1.31.25	\$ 105,213.45
8806	INDIANA PUBLIC RETIREMENT SYSTEM-POLICE	INPRS- Police Regular Wage & Contribution 1.17.25	\$ 105,213.63
8806	INDIANA PUBLIC RETIREMENT SYSTEM-FIRE	INPRS- Fire Regular Wage and Contribution 1.31.25	\$ 114,041.78
8806	INDIANA PUBLIC RETIREMENT SYSTEM-FIRE	INPRS-Fire Regular Wage & Contribution 2/14/2025	\$ 114,041.78
8806	INDIANA PUBLIC RETIREMENT SYSTEM-FIRE	INPRS- Fire Regular Wage and Contribution 1.17.25	\$ 114,847.48
8806	INDIANA PUBLIC RETIREMENT SYSTEM-FIRE	INPRS- Fire Regular Wage and Contribution 1.03.25	\$ 114,847.49
8806	INDIANA PUBLIC RETIREMENT SYSTEM	INPRS- Civil City Re 1.31.2025	\$ 152,505.62
8806	INDIANA PUBLIC RETIREMENT SYSTEM	INPRS- Civil City Regular Wage 1.31.2025	\$ 154,994.76
4453	FIDELITY NATIONAL TITLE CO. LLC	Purchase of 812 S Main St	\$ 267,902.18
Total Pre-Approved over \$25,000:			\$ 1,503,957.05
Total Pre-Approved Claims under \$25,000:			\$ 146,752.96
Total Pre-Approved Claims:			\$ 1,650,710.01

American Rescue Plan Claims:

2474	NEIGHBORHOOD EVOLUTION LLC	ELKHART THRIVE NEIGHBORHOOD HUB INITIATIVE	\$ 18,000.00
Total American Resuce Plan Claims:			\$ 18,000.00

UTILITY REFUNDS

Payroll and Pension Payments:

Police & Fire Clothing Allowance

Police & Fire Pension

Bi-weekly Payroll

	\$ 2,032,939.44
Total Payroll:	\$ 2,032,939.44

Total All Claims, Internal Payments, and Payroll: \$ 4,961,300.42

(a) Claims with rigid payment deadlines. As provided for in the Elkhart Municipal Code §33.415, certain payments may be made prior to review and approval by the Board of Public Works. Typically such payments include utility bills, credit card bills, central services, association dues, employer-paid benefits, training, and employee reimbursements. Unusual items in excess of \$25,000 are noted in detail.

BOARD OF PUBLIC WORKS
Tuesday, February 18, 2025

Member and City Attorney Rose Rivera called a regular meeting of the Board of Public Works to order at 9:00 a.m., Tuesday, February 18, 2025. Maria Leon called the roll. Andy Jones, Ron Davis, and Rose Rivera attended in person. Mike Machlan and Jamie Arce were absent. Rose said the time was 9:00 a.m. and no more bids would be accepted.

1. Approve Agenda

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved the agenda as presented.

2. Open Bids

Bid #25-06 ADA-Funded Curb Ramp Replacement

Proof of publication was presented which appeared in The Elkhart Truth on February 1 and February 8, 2025. The following bids were received:

C&E Excavating submitted a signed and certified bid summary form with all items checked. The base bid was \$339,825.00.

Almac Sotebeer submitted a signed and certified bid summary form with all items checked. The base bid was \$209,951.38.

Rieth-Riley Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$359,031.00.

Premium Concrete Services submitted a signed and certified bid summary form with all items checked. The base bid was \$297,850.00.

Selge Construction Co. submitted a signed and certified bid summary form with all items checked. The base bid was \$355,685.00.

Milestone Contractors submitted a signed and certified bid summary form with all items checked. The base bid was \$367,250.00.

TX Concrete submitted a signed and certified bid summary form with all items checked. The base bid was \$242,200.00.

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation at the next meeting.

Bid #25-07 Street Department Resurfacing Curb Ramp

Proof of publication was presented which appeared in The Elkhart Truth on February 1 and February 8, 2025. The following bids were received:

Almac Sotebeer submitted a signed and certified bid summary form with all items checked. The base bid was \$307,648.87.

Rieth-Riley Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$580,317.00.

Premium Concrete Services submitted a signed and certified bid summary form with all items checked. The base bid was \$438,250.00.

Selge Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$502,300.00.

Milestone Contractors submitted a signed and certified bid summary form with all items checked. The base bid was \$576,250.00.

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation at the next meeting.

BOARD OF PUBLIC WORKS
Tuesday, February 18, 2025

Bid #25-08 Concrete Paving Project 1

Proof of publication was presented which appeared in The Elkhart Truth on February 1 and February 8, 2025. The following bids were received:

Niblock Excavating submitted a signed and certified bid summary form with all items checked. The base bid was \$882,083.20.

Rieth-Riley Construction submitted a signed and certified bid summary form with all items checked. The base bid was \$637,313.70.

Milestone Contractors submitted a signed and certified bid summary form with all items checked. The base bid was \$726,390.20.

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board referred the bids to the staff of Public Works and Utilities for their review and recommendation at the end of the meeting if possible.

3. Claims and Allowance Docket

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved the claims and allowance docket in the amount of \$16,368,851.12, consisting of 42 pages as prepared on February 11, 2025 at 8:38 a.m.

4. Minutes Regular Meeting February 4, 2025

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved the Minutes of the Regular Meeting February 4, 2025.

5. Engineering

(A.) Administration

Parking Hours 400 Block of Arcade Avenue

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved the parking hour restrictions on the 400 block of Arcade Avenue from March 1, 2025 through August 31, 2025 and directed the staff to post "NO TRUCKS" and "NO THROUGH TRAFFIC" signs on the block.

LPA Contract with American Structurepoint: Bristol Street Reconstruction and widening Project

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved the execution of the LPA- Consulting Contract with American Structurepoint, Inc. for Construction Inspection Services for the Bristol Street Reconstruction and Widening Project, with a fee calculated by the INDOT fee process that is not to exceed \$1,246,948.19

Request Bid #25-11 Lerner Theatre North Roof Replacement

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved bid documents and granted permission to advertise Bid #25-11 Lerner Theatre North Roof Replacement (QA7981).

Change Order #1 & Final Bid #24-14 2024 Contract Paving Project

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved Change Order #1 and Final for Bid #24-14 2024 Contract Paving Project, increasing the contract value by \$5,637.97, resulting in a contract price of \$2,350,495.44.

BOARD OF PUBLIC WORKS
Tuesday, February 18, 2025

(B..) Utility

Ratify Partial Payment #79 to Bown Engineering Elkhart WWTP Capacity Upgrades Phase 2 (tabled)

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board removed the item from the table. Jason Simnick explained the item was not ready to be ratified. On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board tabled the item.

Ratify Partial Payment Request #20 to C&E Excavating: Oakland Avenue Forcemain Phase A SA7878

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board ratified partial payment request #20 in the amount of \$43,469.00 to C&E Excavating from SRF loan WW22162005 for construction on the Oakland Avenue Forcemain-Phase A project.

6. Utility

(A.) Administration

Water Utility MRO for January 2025

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board accepted and placed on file the Water Utility MRO for January 2025.

Change Order #1 Elkhart Benham Water Tower Rehabilitation

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved Change Order #1 to Viking Industrial Painting for the rehab of Benham Water Tower for a deduction to the contract price of \$88,116.36, bringing the new contract price to \$441,983.64.

(B.) Summary

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board ratified the following permits:

Driveway Permit: #5158, Owner: Norco Industries
Property: 2924 CR 6.
Contractor: DJ Construction
\$3500 cash bond

Release of Bond: #5158, DJ Construction
Property: 2924 CR 6.
\$3500 Cash bond

Revocable Permit: #6596, Placed by: Judy Cunningham
Property: 1500 County Road 6
Permit holder: Judy Cunningham
Description: Signs advertising Bazaar

#6597, Placed by: Bruce Carter
Property: 200 E. Beardsley
Permit Holder: First Presbyterian Church
Description: Yard Signs

BOARD OF PUBLIC WORKS

Tuesday, February 18, 2025

#6598, Placed by: Bruce Carter
Property: 200 E. Beardsley
Permit Holder: First Presbyterian Church
Description: Yard Signs

#6599, Placed by: Bruce Carter
Property: 200 E. Beardsley
Permit Holder: First Presbyterian Church
Description: Yard Signs

7. New Business

Commission Assistance Program Contract with Indiana Landmarks

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved the Commission Assistance Program Contract with Indiana Landmarks in the amount of \$7,250.00 plus \$35.00 for each member of the Historic Preservation Commission for membership in Indiana Landmarks.

Change Order #1 Bid #24-23 Council Chamber Audio Video Upgrades

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board approved Change Order #1 for Bid #24-23 Council Chamber Audio Video Upgrades decreasing the bid value by \$34,000.00, resulting in a bid price of \$253,143.76.

Request Purchase of EZ Liner Road Marking Machine

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board granted permission to purchase a new EZ Liner Teton TV-AL500 Road Marking Machine for \$401,914.00 using the Sourcewell Contract #080521.

8. Award Bid #25-08 Contract Paving Project 1

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board awarded Bid #25-08 2025 Contract Paving Project 1 to Reith-Riley who submitted the lowest responsive bid, with a contract price in the amount of \$637,313.70.

9. Adjournment

On motion by Andy Jones, seconded by Ron Davis and carried 3-0, the Board of Works adjourned at 9:38 a.m.

Rose Rivera, City Attorney

Attest: _____ Nancy Wilson, Clerk of the Board

**CITY OF ELKHART NOTICE OF PUBLIC HEARING
ON PRELIMINARY ENGINEERING REPORT (PER)
TO OBTAIN ASSISTANCE FROM THE
CLEAN WATER STATE REVOLVING FUND (CWSRF)**

The City of Elkhart, by its Board of Public Works, will hold a public hearing on a Preliminary Engineering Report (PER) to obtain assistance from the State of Indiana Wastewater State Revolving Fund at 9:00 a.m. on March 4, 2025 on the 2nd Floor, Council Chambers, Municipal Building located at 229 S. Second Street, Elkhart, Indiana 46516. The City of Elkhart's engineering consultant will present the recommended project which will include two long term control plan projects (C and D) which includes new forcemain, sewer separation, new water main, and various roadway improvements as described in the PER. These projects will be funded through a CWSRF loan. Copies of the required PER are currently available for public viewing starting February 21, 2025 at the City of Elkhart Public Works & Utilities Building. There will be the opportunity for questions and comments from the public at this meeting. If you will require special assistance at the meeting, please contact Jason Simnick, Project Manager, at (574) 293-2572. Written comments regarding this project should be sent to the City Engineer at 1201 South Nappanee Street, Elkhart, In 46516 prior to March 9, 2025.

To be published on February 22 and March 1



M E M O R A N D U M

DATE: February 18, 2025
TO: Board of Public Works
FROM: Tory Irwin, Director of Public Works *TI*
RE: **Oakland Avenue - Project B CSO Storage Tank
Professional Service Agreement – DLZ Phase II**

In July 2023 the BOW approved the PSA with DLZ for engineering services on the Oakland Avenue Project B LTCP project. At the time only Phase I was authorized, as we only had budget funds to perform that part of the contract. The design was approved and paid as part of the Oakland A bond.

The Oakland B project has been bid and awarded and has entered into the construction phase. We are requesting the Board authorize Phase II of the PSA scope which includes items under Construction Phases Services – construction administration, SCADA control programming, observation, and training/startup services.

Phase I was authorized for \$2,610,500; Phase II is budgeted for \$1,675,300; for a total engineering fee of \$4,285,800.

This PSA has been approved by legal originally. Phase II has been included in the scope and bond budget as part of the Oakland B SRF loan.

It is requested the Board of Public Works:

authorize Phase II Services in the Professional Service Agreement between the City and DLZ Indiana, LLC for the Oakland Avenue CSO Storage Tank, Project B, for an additional amount not to exceed \$1,675,300.00.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

January 28, 2025

Mr. Tory Irwin, P.E.
City of Elkhart Public Works Director and City Engineer
City of Elkhart
1201 S. Nappanee Street
Elkhart, IN 46516

RE: Notice to Proceed for Phase II of the Professional Services Agreement for the Oakland Project B: Oakland Avenue CSO Storage Project

Dear Mr. Irwin,

DLZ Indiana, LLC (DLZ) respectfully requests that the City of Elkhart (City) authorize DLZ to complete Phase II of the Oakland Project B: Oakland Avenue CSO Storage Project (Project). On June 6, 2023, the Board of Public Works and Safety approved the Professional Services Agreement and authorized DLZ to proceed on Phase I of the project. Refer to the attached Agreement.

The City, by signing this letter, authorizes DLZ to proceed with Phase II services in the amount of \$1,675,300.00 as described in the attached Agreement dated, June 6, 2023. DLZ appreciates this opportunity to provide continued service to the City of Elkhart. If you have any questions, please feel free to contact our office.

AGREED AND ACCEPTED

ENGINEER:
DLZ INDIANA, LLC


Joseph C. Zwierzynski, P.E.
Chief Operating Officer

ATTEST:

Andrew C. Lemberis, P.E.
Vice President

OWNER:
CITY OF ELKHART, INDIANA
BOARD OF PUBLIC WORKS

By: _____
Michael C. Machlan, President

By: _____
Jamie Arce, Vice President

By: _____
Ronnie Davis, Member

By: _____
Rose Rivera, Member

By: _____
Andy Jones, Member


DATE: _____



MEMORANDUM

DATE: March 4, 2025

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering 

RE: **Joint Use and Maintenance Agreement with INDOT for the Hively Avenue Overpass**

The State of Indiana, operating through the Department of Transportation (INDOT), is the owner of a narrow strip of land running along the west side of the Norfolk Southern Railroad, south of Hively Avenue. The Hively Avenue Overpass bridge will go over a portion of this land as shown on the attached sketch. INDOT has determined that the proper instrument to allow for construction and maintenance of the bridge is a “Joint Use and Maintenance Agreement” between the City and INDOT.

The City engineering staff and Public Works attorney concur and support this determination.

The action requested by the Board of Public Works is as follows:


Approve the Joint Use and Maintenance Agreement with INDOT for the Hively Avenue Overpass.

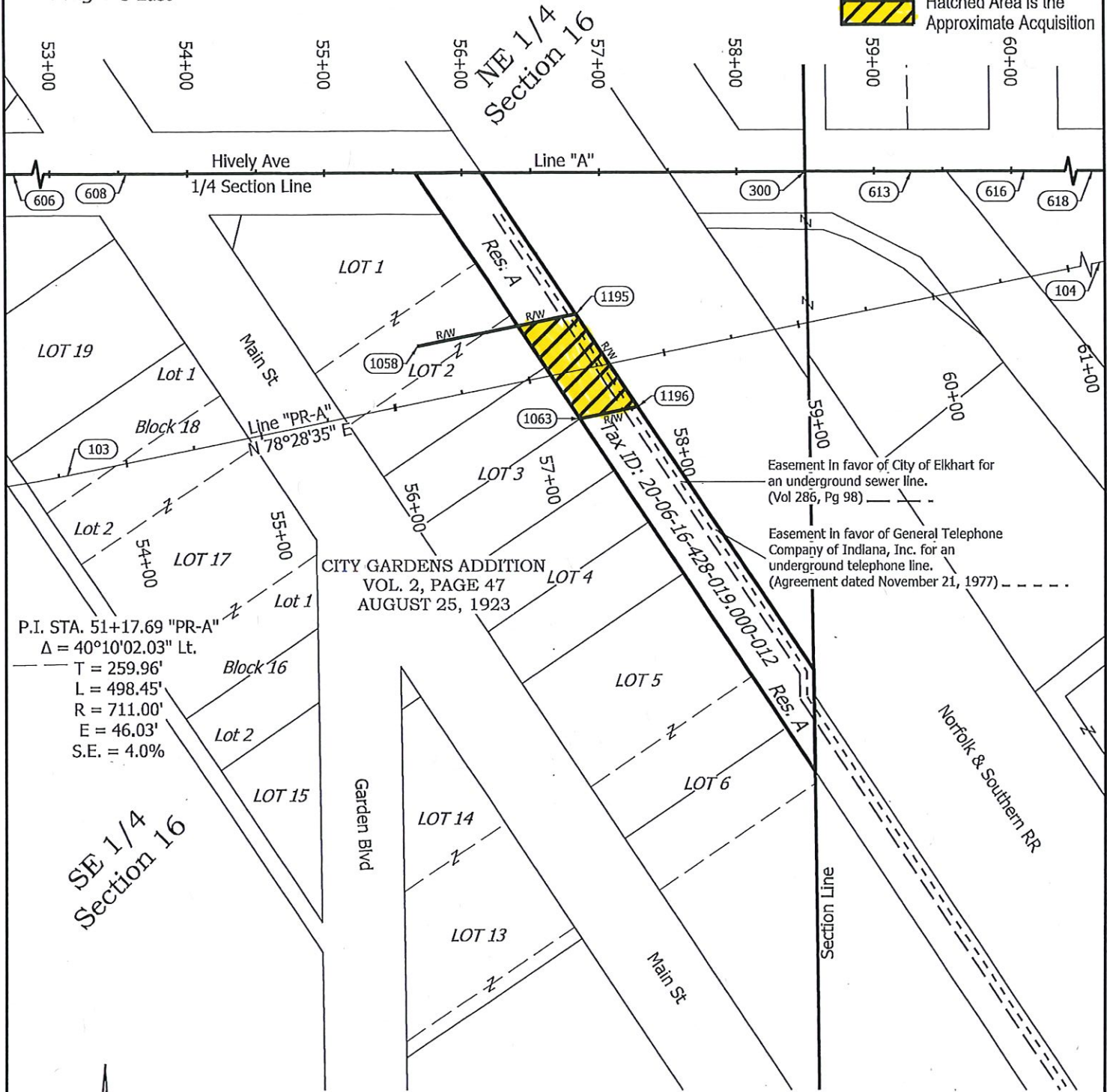
Parcel: 23
 Project: 1801933
 County: Elkhart
 Section: 16
 Township: 37 North
 Range: 5 East

Exhibit "B"

COPY FOR BOARD PACKET

Owner: State of Indiana
 Special Warranty Deed: Instr. No. 91 024391 (Recorded 12/30/1991)
 Corrective Special Warranty Deed: Instr. No. 93 000839 (Recorded 1/12/1993)

 Hatched Area is the Approximate Acquisition

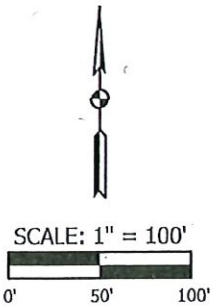


P.I. STA. 51+17.69 "PR-A"
 $\Delta = 40^{\circ}10'02.03''$ Lt.
 T = 259.96'
 L = 498.45'
 R = 711.00'
 E = 46.03'
 S.E. = 4.0%

Easement in favor of City of Elkhart for an underground sewer line. (Vol 286, Pg 98)

Easement in favor of General Telephone Company of Indiana, Inc. for an underground telephone line. (Agreement dated November 21, 1977)

SJCA Project #215U079



9102 North Meridian Street, Suite 200, Indianapolis, IN 46260
 Phone: (317) 566-0629

Parcel: 23
 Project: 1801933
 County: Elkhart
 Section: 16
 Township: 37 North
 Range: 5 East

Exhibit "B"

COPY FOR BOARD PACKET

Owner: State of Indiana

Special Warranty Deed: Instr. No. 91 024391 (Recorded 12/30/1991)
 Corrective Special Warranty Deed: Instr. No. 93 000839 (Recorded 1/12/1993)

Parcel Coordinate Chart (shown in Feet)					
Point	Line	Station	Offset	Northing	Easting
103	A	53+11.25	216.82' Rt.	485732.2722	760624.9835
	PR-A	+PT (53+56.17)	0.00'		
104	A	61+33.57	51.32' Rt.	485899.7679	761446.5273
	PR-A	+PC (61+94.62)	0.00'		
1058	PR-A	56+25.00	40.00' Lt.	485825.1692	760880.4000
1063	PR-A	+PL (57+29.98)	PL (34.40' Rt.)	485773.2443	760998.1297
1195	PR-A	+PL (57+42.54)	40.00' Lt.	485848.6506	760995.5735
1196	PR-A	+PL (57+73.26)	34.40' Rt.	485781.8893	761040.5325

See Location Control Route Survey Plat- 300, 606, 608, 610, 613, 616, 618

Stations and Offsets are to Control over Both Northing and Easting Coordinates and Bearings and Distances.

SETH A. DYER
 LS #21700006



SURVEYOR'S STATEMENT:

To the best of my knowledge and belief, this plat, together with the Location Control Route Survey Plat Recorded in Instrument No. 2019-21931 in the Office of the Recorder of Elkhart County, Indiana (Incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

This plat was prepared from information obtained from the Recorder's Office and other sources which were not necessarily checked by a field survey.

Seth A. Dyer

Date: 3/14/2022

SJCA Project #215U079



9102 North Meridian Street, Suite 200, Indianapolis, IN 46260
 Phone: (317) 566-0629



MEMORANDUM

DATE: March 4, 2025

TO: Board of Public Works

FROM: Jeffrey Schaffer, Engineering *JJS*

RE: **Accept Perpetual Stormwater Utility Easement from Adam Clifford and Elizabeth Clifford**

The City completed a small drainage project on Worthmore Avenue in 2024 to resolve long-standing ponding concerns. The project included installation of a new drywell. During construction and due to the presence of fiber optic utilities, the footprint of the drywell was enlarged and it was slightly relocated to account for utilities. That placed a portion of the drywell on private property at 1200 Worthmore Avenue. Adam Clifford and Elizabeth Clifford have granted the City a 110 square-foot perpetual stormwater utility easement to allow for the placement and maintenance of the drywell. The compensation for the easement was agreed to be \$550.00.

The action requested by the Board of Public Works is as follows:

Accept the Perpetual Stormwater Utility Easement from Adam Clifford and Elizabeth Clifford.

Rod Roberson
Mayor

Tory Irwin, PE
Director & City Engineer



1201 South Nappanee Street
Elkhart, Indiana 46516

(574) 293-2572
www.elkhartindiana.org

EASEMENT ACQUISITION LETTER

Project: Worthmore Drainage Improvements
Parcel: 1
Street: Worthmore Avenue
City: Elkhart

Offer Delivery Method: In Person

To: Adam D. Clifford
Elizabeth K. Clifford
1200 Worthmore Avenue
Elkhart, IN 46516

The City of Elkhart, a municipal corporation, by and through its Board of Public Works, is authorized by Indiana Law to obtain an easement across your property for certain public purposes. The City of Elkhart needs an easement across your property for a public drainage improvement project known as "Worthmore Avenue Drainage Improvements" and needs an easement across your property as described on the attached legal description and depicted on the attached sketch.

It is our opinion that the fair market value of the easement across your property that we want to acquire is \$550.00. Therefore, the City of Elkhart, a municipal corporation, by and through its Board of Public Works, offers you \$550.00 for the above described easement across your property.

You have thirty (30) days to accept or reject this offer. If you accept this offer, you may expect payment within ninety (90) days after signing the documents accepting this offer and executing the easement.

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. By law, the City of Elkhart is required to make a good faith effort to purchase an easement across your property.
2. You do not have to accept this offer and the City of Elkhart is not required to agree to your demands.
3. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of an easement across your property, City of Elkhart has the right to file suit to condemn, and acquire the easement in the county in which the real estate is located.

4. You have the right to seek advice of an attorney, real estate appraiser or any other person of your choice on this matter.
5. You may object to the public purpose and necessity of this project.
6. If the City of Elkhart files a suit to condemn and acquire an easement across your property and the court grants its request to condemn, the court will then appoint three appraisers who will make an independent appraisal of the easement to be acquired.
7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the easement condemned.
8. If the court appraisers' report is not accepted by either of us, then the City of Elkhart has the legal option of depositing the amount of the court appraisers' evaluation with the court. And if such a deposit is made with the court, the City of Elkhart is legally entitled to immediate possession of the easement. You may, subject to the approval of the court, make withdrawals from the amount deposited with the court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.
9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the property or easement. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in the notice.

If you have any questions concerning this matter, you may contact us at:

City of Elkhart, Public Works and Utilities
1201 South Nappanee Street
Elkhart, IN 46516
(574) 293-2572
Jeffrey Schaffer, Assistant City Engineer
Maggie Marnocha, Utility Attorney

If you decide to accept the offer of \$550.00 made by the City of Elkhart, a municipal corporation, by and through its Board of Public Works, sign your name below and return this document to the address listed above.

ACCEPTANCE OF OFFER

We, Adam D. Clifford and Elizabeth K. Clifford, owners of the above described property, hereby accept the offer of \$550.00 made by the City of Elkhart, a municipal corporation, by and through its Board of Public Works, for an easement across said property, on this ____ day of _____, 20 ____.

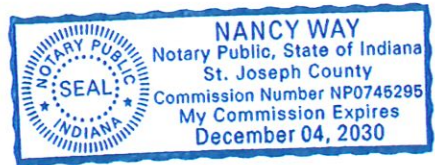
[Signature]
Adam D. Clifford

[Signature]
Elizabeth K. Clifford

State of Indiana

SS:

County of Elkhart



Subscribed and sworn to me this 7 day of February, 2025.

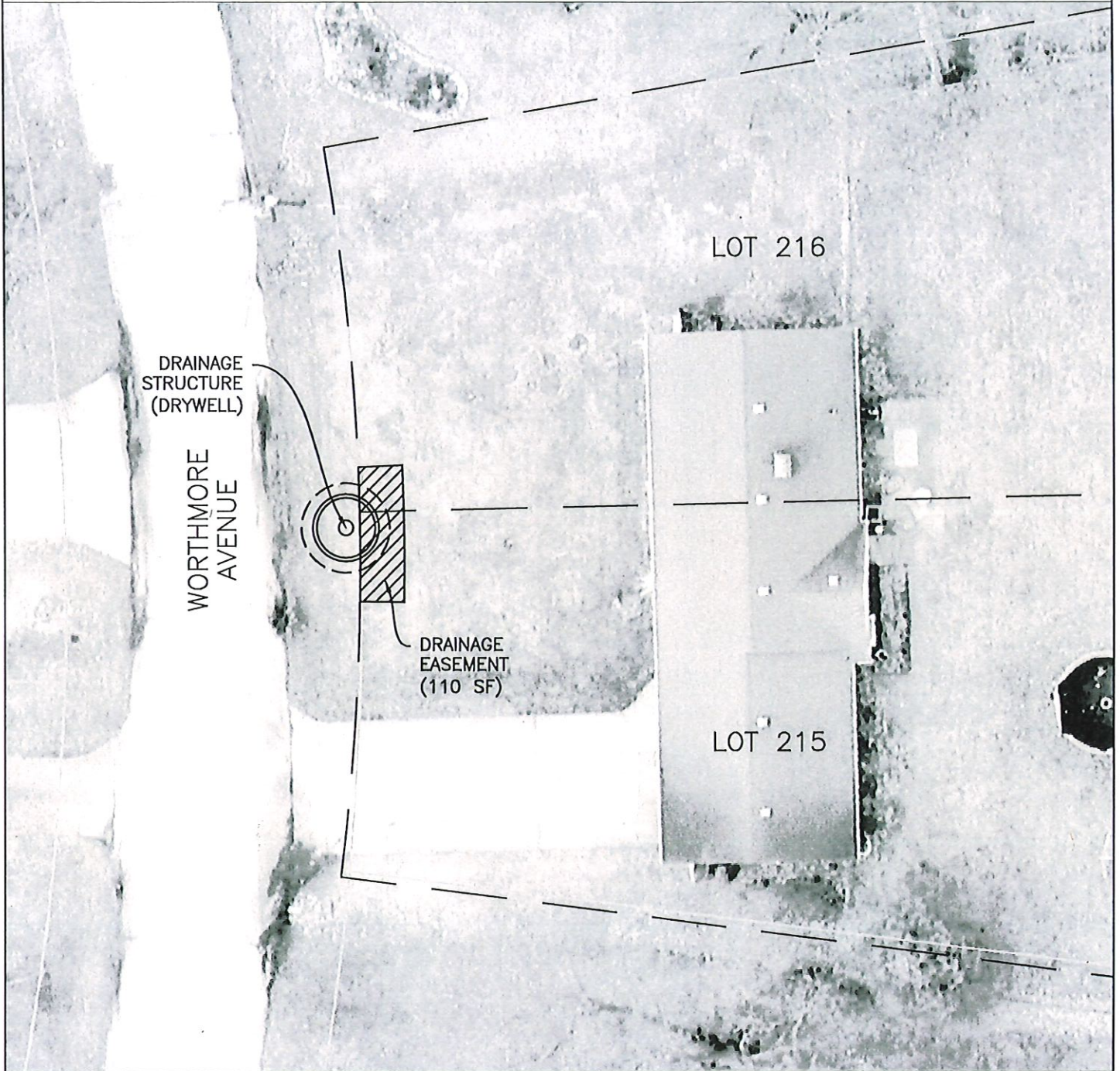
Signature: Nancy Way

Printed Name: Nancy Way

My Commission expires: 12-04-2030

I am a resident of st. Joseph County, Indiana.

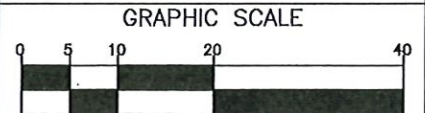
EXHIBIT A



Drainage Easement
1200 Worthmore Avenue
Elkhart, Indiana
Part of Lot 215 and Lot 216
Broadmoor Extended
Plat Book 2, Pages 66 and 67
Elkhart County, Indiana



City of Elkhart
Department of Public Works
1201 South Nappanee Street
Elkhart, Indiana 46516
(574) 293-2572



PERPETUAL UTILITY EASEMENT

THIS INDENTURE WITNESSETH that the undersigned, ADAM D. CLIFFORD and ELIZABETH K. CLIFFORD, Husband and Wife, (collectively "Grantor"), in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby sells, grants, conveys, and warrants to CITY OF ELKHART, INDIANA, STORMWATER UTILITY, ("Grantee"), and its successors and assigns, a perpetual easement and right, to install, construct, operate, patrol, revise, supplement, and remove stormwater facilities, over and above the following real estate depicted on Exhibit A, and precisely described as follows:

A PART OF LOT 215 AND LOT 216 AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE RECORDED PLAT OF BROADMOOR EXTENDED, A PLAT LOCATED IN THE CITY OF ELKHART, INDIANA, SAID PLAT BEING RECORDED IN PLAT BOOK 2, PAGES 66 AND 67, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 216; THENCE NORTHERLY BEARING LEFT ALONG THE WESTERLY CURVE OF SAID LOT 216, SAID CURVE HAVING A RADIUS OF 326.31 FEET, A DISTANCE OF 6.00 FEET; THENCE EASTERLY, PERPENDICULAR TO SAID CURVE, A DISTANCE OF 6.00 FEET; THENCE SOUTHERLY BEARING RIGHT ALONG A CURVE PARALLEL TO THE WESTERLY CURVE OF SAID LOT 216, SAID CURVE HAVING A RADIUS OF 332.31 FEET, A DISTANCE OF 6.11 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 215; THENCE CONTINUING SOUTHERLY BEARING RIGHT ALONG A CURVE PARALLEL TO THE WESTERLY CURVE OF SAID LOT 215, SAID CURVE HAVING A RADIUS OF 332.31 FEET, A DISTANCE OF 12.22 FEET; THENCE WESTERLY PERPENDICULAR TO SAID CURVE A DISTANCE OF 6.00 FEET TO A POINT ON THE WESTERLY CURVE OF SAID LOT 215; THENCE NORTHERLY BEARING LEFT ALONG SAID WESTERLY CURVE OF SAID LOT 215, SAID CURVE HAVING A RADIUS OF 326.31 FEET, A DISTANCE OF 12.00 FEET TO THE PLACE OF BEGINNING.

CONTAINING 110 SQUARE FEET OF LAND.

This Easement is subject to any public rights-of-way and other easements and encumbrances of record.

The Grantee shall have the right of access to the Easement and the right and privilege, but not the duty, at any time to clear and remove from the Easement any obstructions at any time located thereon which, in the Grantee's judgment, should be removed to prevent interference with said stormwater facilities.

IN WITNESS WHEREOF, Grantor has executed this Perpetual Easement this _____ day of _____, 2024. The undersigned persons executing this deed represents and certifies that they are fully empowered to execute and deliver this Easement, that Grantor has full capacity to convey the real estate described herein and that all necessary action for the making of such conveyance has been taken and done.

GRANTOR

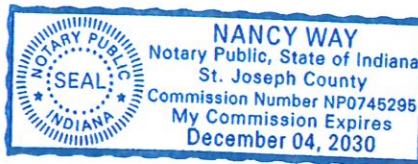

ADAM D. CLIFFORD


ELIZABETH K. CLIFFORD

STATE OF INDIANA

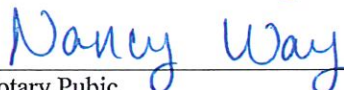
COUNTY OF ELKHART

SS:

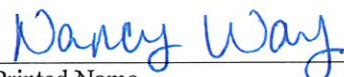


Before me, a Notary Public in and for said County and State, personally appeared ADAM D. CLIFFORD and ELIZABETH K. CLIFFORD, who acknowledged execution of the foregoing Perpetual Easement for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 7 day of February, ~~2024~~ 2025


Notary Public

My Commission Expires: 12-04-2030


Printed Name

County of Residence: St. Joseph

The CITY OF ELKHART by its Board of Public Works hereby accepts this easement.

Michael Machlan, President

Jamie Arce, Vice President

Ronnie Davis, Member

Rose Rivera, Member

Andy Jones, Member

ATTEST:

Nancy Wilson, Secretary

STATE OF INDIANA

SS:

COUNTY OF ELKHART

Before me, the undersigned Notary Public, in and for said County and State, personally came Michael Machlan, Jamie Arce, Ronnie Davis, Rose Rivera, and Andy Jones, the members of the City of Elkhart Board of Public Works, and acknowledged their acceptance and execution of this easement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on
this ____ day of _____, 2024.

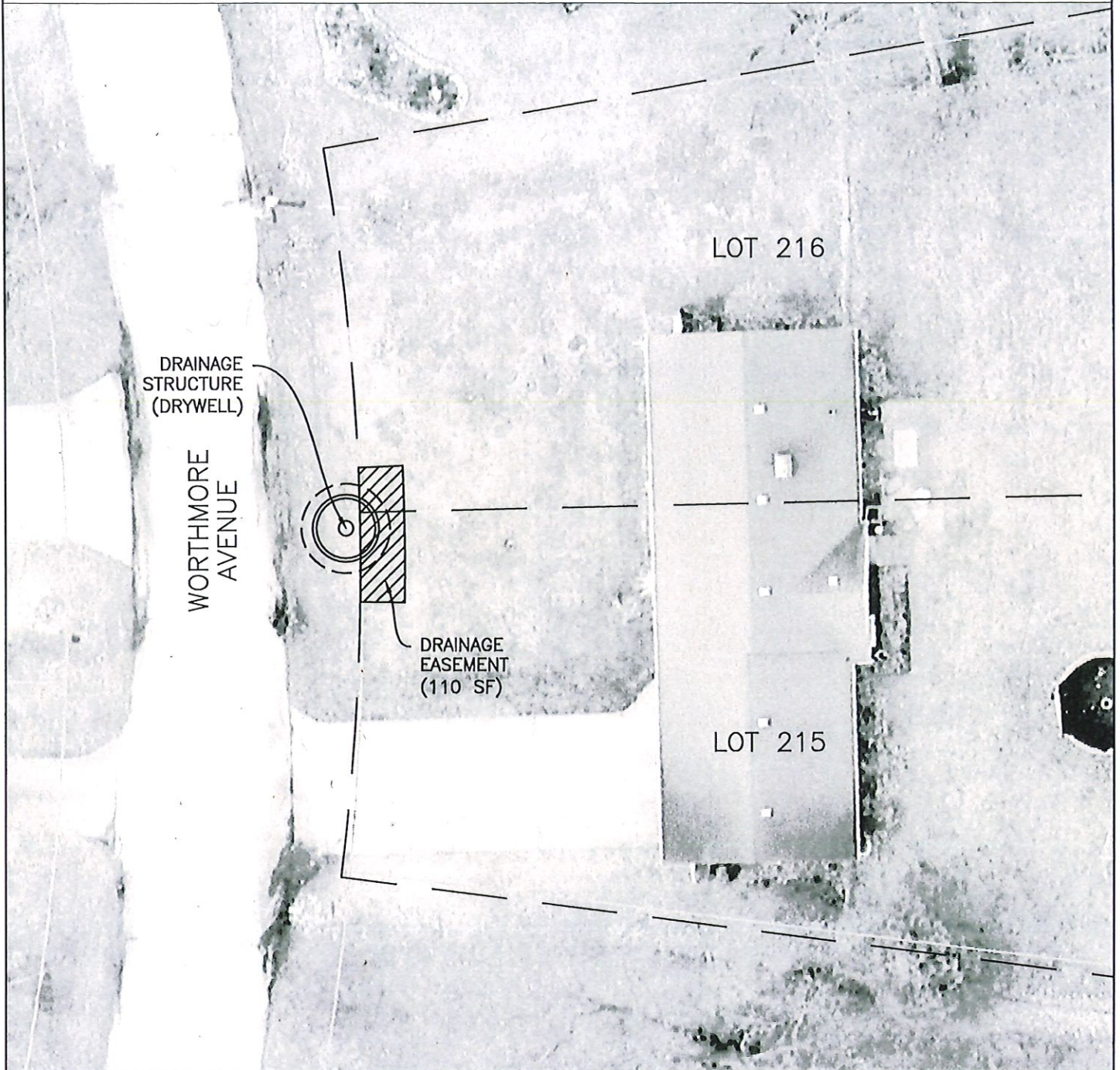
My Commission Expires:

Nancy Wilson, Notary Public
Resident of Elkhart County

This instrument was prepared by Margaret M. Marnocha, Attorney No. 23249-71, Assistant City Attorney for the City of Elkhart, 1201 S. Nappanee St., Elkhart, Indiana 46516. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Margaret M. Marnocha

Return recorded document to:
Board of Public Works
229 S. Second Street
Elkhart, IN 46516

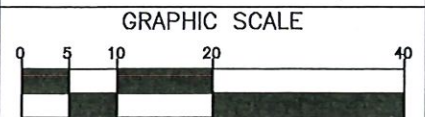
EXHIBIT A



Drainage Easement
1200 Worthmore Avenue
Elkhart, Indiana
Part of Lot 215 and Lot 216
Broadmoor Extended
Plat Book 2, Pages 66 and 67
Elkhart County, Indiana




City of Elkhart
Department of Public Works
1201 South Nappanee Street
Elkhart, Indiana 46516
(574) 293-2572





MEMORANDUM

DATE: March 4, 2025
TO: Board of Public Works
FROM: Jeffrey Schaffer, Engineering 
RE: **Access Agreement with CSU Inc. for Utility Relocation Work**

CSU Inc. has requested access to City-owned property at 2729 Hammond Avenue for parking and staging equipment and vehicles. CSU has been retained by Zeyo Group and Great Plains Communications to relocate fiber optic and other telecommunications infrastructure related to the Hively Avenue Overpass project.

The action requested by the Board of Public Works is as follows:

Approve the access agreement with CSU Inc. for non-exclusive use of the city-owned property located at 2729 Hammond Avenue.

ACCESS AGREEMENT

This Agreement is made between the City of Elkhart, Indiana, acting by and through its Board of Public Works, ("City") and CSU INC ("Contractor") effective as of 2-12-25.

WHEREAS, Contractor is performing work on behalf of Zayo & Great Plains ("Utility") within the Hively Avenue Overpass Project Area ("Work Area") and has requested non-exclusive permission to enter, access, and occupy the City's property at 2729 Hammond Ave [address and/or description of location] (the "Property") for parking, staging, and other activities that are strictly part of their work for the Utility within the Work Area; and

WHEREAS, City grants non-exclusive permission to the Contractor to enter, access, and occupy the Property based on the term set forth in this Agreement.

Now, therefore, in consideration of the mutual agreements herein set forth, the parties agree as follows:

- 1) The City grants non-exclusive permission to the Contractor to enter, access, and occupy the Property between the dates of Feb 12 and April 12.
- 2) Contractor and its agents will not cause any permanent damage to the Property nor leave any materials or debris on the Property upon its vacation of the Property.
- 3) Prior to entry, Contractor will photograph the Property and, at the time it vacates the property, restore it to the same condition it was in on date of entry.
- 4) No fixed temporary or permanent buildings or other improvements shall be placed on the Property by the Contractor without written permission from the City Engineer or their designee. Contractor shall be responsible to obtain any required permits.
- 5) Contractor will provide City proof of its (or its agents) public liability and property damage insurance coverage, both in amounts deemed adequate by City to cover any risks to persons and property associated with Contractor's access and temporary use of the Property. Contractor (or its agents) shall name City as an additional insured on all such insurance policies. Contractor agrees to indemnify, defend and hold City harmless from any and all claims of injury to persons or property arising from Contractor's access and temporary use of the Property.
- 6) Contractor and its agents will abide by all applicable laws and regulations affecting its use and occupancy of the Property and will maintain the Property in a clean and sightly condition during its access period, which includes debris and trash removal.
- 7) This Agreement shall be construed in accordance with the laws of the State of Indiana and may only be amended in a writing signed by both parties.

In Witness Whereof, the parties executed this Agreement as of the date above set forth.

City

City of Elkhart, Indiana, acting by and
through its Board of Public Works

Contractor

CSU, Inc.

By: _____
Jamie Arce, Vice President

By: *Anthony B. Ratoj*
General Counsel
CSU, Inc.

Attest: _____
Nancy Wilson
Secretary to the Board



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 11711 N Meridian St, Suite 100 Carmel IN 46032	<table style="width: 100%; border: none;"> <tr> <td colspan="2">CONTACT NAME: Vicki Collier Rude</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (317) 574-5000</td> <td>FAX (A/C, No): (317) 471-1700</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Vicki.Rude@bbrown.com</td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Depositors Insurance Company</td> <td style="text-align: center;">42587</td> </tr> <tr> <td>INSURER B: AMCO Insurance Company</td> <td style="text-align: center;">19100</td> </tr> <tr> <td>INSURER C: ALLIED Property and Casualty Insurance Company</td> <td style="text-align: center;">42579</td> </tr> <tr> <td>INSURER D: At-Bay Specialty Insurance Company</td> <td style="text-align: center;">19607</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Vicki Collier Rude		PHONE (A/C, No, Ext): (317) 574-5000	FAX (A/C, No): (317) 471-1700	E-MAIL ADDRESS: Vicki.Rude@bbrown.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Depositors Insurance Company	42587	INSURER B: AMCO Insurance Company	19100	INSURER C: ALLIED Property and Casualty Insurance Company	42579	INSURER D: At-Bay Specialty Insurance Company	19607	INSURER E:		INSURER F:	
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INSURER F:																					

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 Masster **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ACPLD03120251238	01/01/2025	01/01/2026	<table style="width: 100%; border: none;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	\$																				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			ACPBAPD3120251238	01/01/2025	01/01/2026	<table style="width: 100%; border: none;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			ACPWCP3110251238	01/01/2025	01/01/2026	<table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
D	Cyber Liability			AB666402702	03/30/2024	03/30/2025	<table style="width: 100%; border: none;"> <tr><td>General Aggregate</td><td style="text-align: right;">\$5,000,000</td></tr> </table>	General Aggregate	\$5,000,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Elkhart is included as an Additional Insured with regards to General Liability when required by written agreement.

CERTIFICATE HOLDER City of Elkart, IN, acting by and through its Board of Public Works 1201 S Napanee St Elkhart IN 46515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



M E M O R A N D U M

DATE: February 21, 2025

TO: Board of Public Works

FROM: Jason Simnick, Project Manager JS

RE: **Elkhart WWTP Capacity Upgrades - Phase 2 - Bid #21-13 - QA7634:
Approval of Change Order #7**

Attached is change order request #7 for the Elkhart WWTP Capacity Upgrades – Phase 2 project. This change order is for additional labor and supplies associated with additional restoration around the location of the construction trailers. This will cause an increase to the contract price.

All work and prices have been deemed acceptable by Donohue, our consulting firm, and this change order request is for an increase of \$3,570.55 to the current contract price. Approval of change order #7 would increase the current contract price of \$27,346,047.78 to \$27,349,618.33 resulting in a 2.009% increase from the original contract price of \$26,811,000.00. This project is being funded through SRF funds.

SRF review of this change order is pending.

It is requested the Board of Public Works approve Change Order #7 for the Elkhart WWTP Capacity Upgrades – Phase 2 project in the amount of \$3,570.55, bringing the Contract price to \$27,349,618.33

CHANGE ORDER NO. 7

CHANGE ORDER _____ COMMENCEMENT OF
 DATE OF ISSUANCE 02/25/2025 CONTRACT TIME 09/23/2021

OWNER City of Elkhart, Indiana

CONTRACTOR Bowen Engineering Corporation

PROJECT Wastewater Treatment Plant Capacity Upgrades - Phase 2 OWNER PROJ. NO. QA 7634

ENGINEER Donohue and Associates, Inc. SRF PROJ. NO. WW18262004

The Contract Documents are modified as follows upon execution of this Change Order and approval by SRF:

1. The Contract Price is increased by \$3,570.33 for additional labor and supplies associated with additional site restoration, due to unforeseen site conditions, around the location of the construction trailers.

CHANGE IN CONTRACT PRICE	
Original Contract Price	\$26,811,000.00
Net Change from Previous Change Orders:	\$535,047.78
Contract price Prior to this Change Order:	\$27,346,047.78
Net increase/(decrease) of this Change Order:	\$3,570.55
Contract price with all approved Change Orders:	\$27,349,618.33
Percentage of increase/(decrease) with Change Orders:	2.009 %

CHANGE IN CONTRACT COMPLETION TIME	
Original completion time (days)	09/23/2023 Substantial (730), 11/22/2023 Final (790)
Net Change from Previous Change Order:	18 Substantial, 18 Final
Completion time prior to this Change Order (days):	10/11/2023 Substantial (748), 12/10/2023 Final (808)
Net increase/decrease of this Change Order	0 Substantial, 0 Final
Completion time with all approved Change Orders (days):	10/11/2023 Substantial (748), 12/10/2023 Final (808)

CONTRACTOR agrees that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impacts, delays, and accelerated costs. Other than the dollar amount and time allowance listed above, there shall be no other dollar or time compensation as a result of this Change Order.

CHANGE ORDER NO. 7

CHANGE ORDER
DATE OF ISSUANCE 02/25/2025 COMMENCEMENT OF
CONTRACT TIME 09/23/2021

OWNER City of Elkhart, Indiana
CONTRACTOR Bowen Engineering Corporation
PROJECT Wastewater Treatment Plant Capacity Upgrades - Phase 2 OWNER PROJ. NO. QA 7634
ENGINEER Donohue and Associates, Inc. SRF PROJ. NO. WW18262004

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL
STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED: *Donohue & Assoc.*
By: *Jim Reedy*
ENGINEER (signature)
Date: February 21, 2025

APPROVED: *City of Elkhart
Board of Public Works*
By: _____
By: _____
By: _____
By: _____
OWNER (signatures)
Date: _____

ACCEPTED: *Bowen Engineering Corp.*
By: Jason Lemire
CONTRACTOR (signature)
Date: 2/24/25



M E M O R A N D U M

DATE: February 21, 2025

TO: Board of Public Works

FROM: Jason Simnick, Project Manager JS

RE: **Elkhart WWTP Capacity Upgrades - Phase 2 - Bid #21-13 - QA7634:
Approval of Change Order #8**

Attached is change order request #8 for the Elkhart WWTP Capacity Upgrades – Phase 2 project. This change order is for adjustment to final quantities and includes all final agreements between Bowen Engineering and the City of Elkhart. This will cause an increase to the contract price.

All work and prices have been deemed acceptable by Donohue, our consulting firm, and this change order request is for an increase of \$255,798.67 to the current contract price. Approval of change order #8 would increase the current contract price of \$27,349,618.33 to \$27,605,417.00 resulting in a 2.963% increase from the original contract price of \$26,811,000.00. This project is being funded through SRF funds.

SRF review of this change order is pending.

It is requested the Board of Public Works release all retainage and approve Change Order #8 for the Elkhart WWTP Capacity Upgrades – Phase 2 project in the amount of \$255,798.67, bringing the Contract price to \$27,605,417.00

CHANGE ORDER NO. 8

CHANGE ORDER	COMMENCEMENT OF
DATE OF ISSUANCE <u> 02/25/2025 </u>	CONTRACT TIME <u> 09/23/2021 </u>

OWNER City of Elkhart, Indiana

CONTRACTOR Bowen Engineering Corporation

PROJECT Wastewater Treatment Plant Capacity Upgrades - Phase 2 OWNER PROJ. NO. QA 7634

ENGINEER Donohue and Associates, Inc. SRF PROJ. NO. WW18262004

The Contract Documents are modified as follows upon execution of this Change Order and approval by SRF:

This change order represents the project closeout and settlement of pending change orders, claims and delay claims by all Parties. The Parties recognize the following:

1. Bowen will provide and pay for the 3 missing ferric VFD's for installation by the City.
2. Bowen will provide and pay for the hatch which will be installed by the City.
3. Bowen will provide the Warranty Bond and comply with warranty obligations under the Agreement.
4. City will pay all outstanding payment applications 28, 29, 30, 895.3, 895.4, 895.5 and 895.6 plus release of all retainage and interest from escrow (requested in pay application 31).
5. The Parties agree that this change order settles all current and future liquidated damage claims by the City; and any current and future extension of time requests by Bowen.
6. The Parties agree to final change order amount of \$255,798.67 (no retainage) to be paid by the City. This amount is in addition to the payment of all payment applications.
7. City will issue Final Completion Certificate for November 15, 2024.
8. Bowen agrees that it is responsible for the proper installation and supply of the Primary Clarifier #6 drain valve per the Contract.

CHANGE IN CONTRACT PRICE	
Original Contract Price	\$26,811,000.00
Net Change from Previous Change Orders:	\$538,618.33
Contract price Prior to this Change Order:	\$27,349,618.33
Net increase/(decrease) of this Change Order:	\$255,798.67
Contract price with all approved Change Orders:	\$27,605,417.00
Percentage of increase/(decrease) with Change Orders:	2.963 %

CHANGE IN CONTRACT COMPLETION TIME	
Original completion time (days)	09/23/2023 Substantial (730), 11/22/2023 Final (790)
Net Change from Previous Change Order:	18 Substantial, 18 Final
Completion time prior to this Change Order (days):	10/11/2023 Substantial (748), 12/10/2023 Final (808)
Net increase/decrease of this Change Order	0 Substantial, 0 Final
Completion time with all approved Change Orders (days):	10/11/2023 Substantial (748), 12/10/2023 Final (808)

CONTRACTOR agrees that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impacts, delays, and accelerated costs. Other than the dollar amount and time allowance listed above, there shall be no other dollar or time compensation as a result of this Change Order.

CHANGE ORDER NO. 8

CHANGE ORDER _____ COMMENCEMENT OF
DATE OF ISSUANCE 02/25/2025 CONTRACT TIME 09/23/2021

OWNER City of Elkhart, Indiana

CONTRACTOR Bowen Engineering Corporation

PROJECT Wastewater Treatment Plant Capacity Upgrades - Phase 2 OWNER PROJ. NO. QA 7634

ENGINEER Donohue and Associates, Inc. SRF PROJ. NO. WW18262004

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL
STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED: *Donohue & Assoc.*

By: 
ENGINEER (signature)

Date: February 21, 2025

APPROVED: *City of Elkhart
Board of Public Works*

By: _____

By: _____

By: _____

By: _____

By: _____
OWNER (signatures)

Date: _____

ACCEPTED: *Bowen Engineering Corp.*

By: Jason Lemire 
CONTRACTOR (signature)

Date: 2/24/25

Tabled

DATE 2-18-25
 APPROVED BY CITY OF ELKHART
 BOARD OF PUBLIC WORKS
Andy Jones
Ron Davis
Ron Davis



Tabled
~~*Ratified*~~
Tabled (again)!

DATE 2/4/25
 APPROVED BY CITY OF ELKHART
 BOARD OF PUBLIC WORKS
Andy Jones
Ron Davis
Ron Davis
Jason

M E M O R A N D U M

DATE: January 24, 2025

TO: Board of Public Works

FROM: Jason Simnick, Project Manager JS

RE: **Elkhart WWTP Capacity Upgrades – Phase 2 – QA7634: Ratify Partial Payment Request SRF #79 to Bowen Engineering Corporation**

Please see the attached partial pay application SRF #79 from SRF Loan WW18262004 to Bowen Engineering Corporation for construction services provided for the Elkhart WWTP Capacity Upgrades project for work performed thru October 11, 2024. This partial pay application includes a payment for construction activities on the project. It will be paid through the SRF loan for this project. The partial payment this application breaks down as follows:

Payment Due	\$267,770.00
Retainage Held*	\$0.00
Total Amount	\$267,770.00

*Note that, to date, the project's retainage amount is \$1,593,835.26. This amount is 5.9% of the Current Contract Price and, as such, this payment application does not include any additional retainage, in accordance with Article 6.02 of the project Agreement.

To date, including this payment and all retainage, we have paid \$27,349,618.00, or 100.0% of the \$27,346,047.96 current contract price.

It is requested that the BOW:
ratify partial payment request SRF #79 from SRF loan WW18262004 in the amount of \$267,770.00 to Bowen Engineering Corporation from the allocated SRF loan for construction on the Elkhart WWTP Capacity Upgrades – Phase 2 project.



M E M O R A N D U M

DATE: February 26, 2025
TO: Board of Public Works
FROM: Jason Simnick, Project Manager JS
RE: Oakland Avenue: Project C – Harrison Street
Ratify Partial Payment Request SRF#53 to American Structurepoint

Please see the attached invoice #186112 from American Structurepoint for professional services provided for the Oakland Avenue Project C Design for work performed between January 1, 2025 and January 31, 2025. This payment of \$79,019.00 has been rounded as required by the SRF and represents the 53rd cost incurred from the SRF loan.

To date, including this payment, we have paid \$402,155.00 or 50.06% of the original contract price of \$803,400.00.

It is requested that the BOW:

ratify partial payment request SRF #53 of SRF loan WW22162005 in the amount of \$79,019.00 to American Structurepoint from the allocated SRF loan for professional services on the Oakland Avenue: Project C – Harrison Street Design.

APPROVED FOR PAYMENT



**AMERICAN
STRUCTUREPOINT
INC.**

DATE:

DESCRIPTION:

ACCOUNT LINE:

PO NO:

APPROVED BY:

Remit to:

9025 River Road Suite 200
Indianapolis, IN 46240-6443
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com
Federal Tax ID: 35-1127317

February 10, 2025

Invoice No: 186112



Tory Irwin, PE
City of Elkhart
1201 S. Nappanee Street
Elkhart, IN 46516

Total Due This Invoice (see breakdown below): \$79,019.19

Project 0002023.00468.0001 City of Elkhart, Oakland Avenue LTCP Harrison Street Separation (Project C)
Services from January 1, 2025 through January 31, 2025

Phase	10000	Preliminary Engineering Report		
Professional Services				
		Hours	Rate	Amount
Project Manager		2.00	270.00	540.00
Staff Engineer		5.50	145.00	797.50
	Totals	7.50		1,337.50
	Professional Services Total			1,337.50
Billing Limits				
		Current	Previous	Total
Total Billings		1,337.50	14,121.39	15,458.89
Maximum				64,600.00
Under Maximum				49,141.11
			TOTAL THIS PHASE:	\$1,337.50

Phase	20000	Preliminary Design		
Professional Services				
		Hours	Rate	Amount
Senior Engineer		4.00	290.00	1,160.00
Project Manager		51.00	270.00	13,770.00
Staff Engineer		8.00	145.00	1,160.00
Senior Technician		161.50	175.00	28,262.50
	Totals	224.50		44,352.50
	Professional Services Total			44,352.50
Consultants				
Geotechnical Consultant				25,099.50
	Total Consultants			25,099.50
Reimbursable Expenses				
Mileage				120.40

Full payment of this invoice is due within 30 days from invoice date.
Interest at the rate of 1.5% per month (\$25.00/month minimum) plus any/all collection
costs/attorney costs may be charged if payment is not received within 60 days from the invoice date.

Project	0002023.00468.0001	City of Elkhart, Oakland Avenue LTCP Har	Invoice	186112
Meals			35.84	
	Reimbursables Total		156.24	156.24
Billing Limits		Current	Previous	Total
Labor		44,352.50	296,456.25	340,808.75
Maximum				455,970.00
Under Maximum				115,161.25
Consultants		25,099.50	0.00	25,099.50
Maximum				34,799.00
Under Maximum				9,699.50
Expenses		156.24	9,949.16	10,105.40
Maximum				10,105.40
			TOTAL THIS PHASE:	\$69,608.24

Phase	30000	Final Design		
Professional Services				
			Hours	Rate
Staff Engineer			54.25	145.00
				Amount
				7,866.25
	Totals		54.25	7,866.25
	Professional Services Total			7,866.25
Reimbursable Expenses				
Mileage				207.20
	Reimbursables Total			207.20
Billing Limits		Current	Previous	Total
Total Billings		8,073.45	2,610.00	10,683.45
Maximum				208,900.00
Under Maximum				198,216.55
			TOTAL THIS PHASE:	\$8,073.45
			TOTAL DUE THIS INVOICE	\$79,019.19

Outstanding Invoices:

Number	Date	Balance
185068	1/13/2025	30,155.00

Very truly yours,
Bryan Hood

Full payment of this invoice is due within 30 days from invoice date.
Interest at the rate of 1.5% per month (\$25.00/month minimum) plus any/all collection costs/attorney costs may be charged if payment is not received within 60 days from the invoice date.

Billing Backup

Monday, February 10, 2025

American Structurepoint, Inc.

Invoice 186112 Dated 2/10/2025

10:27:19 AM

Phase 10000 Preliminary Engineering Report

Professional Services

	Hours	Rate	Amount
Project Manager			
Project Manager			
Hood, Bryan 1/15/2025	1.50	270.00	405.00
PER review and comments			
Hood, Bryan 1/16/2025	.50	270.00	135.00
Final review			
Staff Engineer			
Staff Engineer			
Isakson, Michael 1/7/2025	.50	145.00	72.50
PER update review			
Isakson, Michael 1/8/2025	2.50	145.00	362.50
PER updates for DLZ			
Isakson, Michael 1/9/2025	.50	145.00	72.50
PER updates for DLZ			
Isakson, Michael 1/15/2025	1.50	145.00	217.50
DLZ PER Review			
Isakson, Michael 1/16/2025	.50	145.00	72.50
Submit PER Comments to DLZ			
Totals	7.50		1,337.50
Professional Services Total			1,337.50
TOTAL THIS PHASE:			\$1,337.50

Phase 20000 Preliminary Design

Professional Services

	Hours	Rate	Amount
Senior Engineer			
Senior Engineer			
Sparks, Rachel 1/3/2025	.50	290.00	145.00
modeling issue			
Sparks, Rachel 1/7/2025	.50	290.00	145.00
model troubleshooting			
Sparks, Rachel 1/13/2025	2.50	290.00	725.00
PCSWMM model review & discussion			
Sparks, Rachel 1/28/2025	.50	290.00	145.00
water quality calculation review			
Project Manager			
Project Manager			
Hood, Bryan 1/6/2025	3.50	270.00	945.00
ADA curb layouts			
Hood, Bryan 1/7/2025	4.00	270.00	1,080.00
Design Review			
Hood, Bryan 1/8/2025	2.00	270.00	540.00
Utility coordination follow up; Traffic Light / street lighting review			

Full payment of this invoice is due within 30 days from invoice date.
 Interest at the rate of 1.5% per month (\$25.00/month minimum) plus any/all collection
 costs/attorney costs may be charged if payment is not received within 60 days from the invoice date.

Project	0002023.00468.0001	City of Elkhart, Oakland Avenue LTCP Har	Invoice	186112	
Hood, Bryan		1/9/2025	1.50	270.00	405.00
	Design Review				
Hood, Bryan		1/10/2025	1.00	270.00	270.00
	Rule 5 Coordination				
Hood, Bryan		1/13/2025	2.50	270.00	675.00
	Storm water model review and changes				
Hood, Bryan		1/14/2025	3.00	270.00	810.00
	Review cost estimate; rework updated stormwater modeling results				
Hood, Bryan		1/15/2025	1.00	270.00	270.00
	Rule 5 team coordination				
Hood, Bryan		1/16/2025	2.50	270.00	675.00
	Meeting Preparation; Update drawings				
Hood, Bryan		1/17/2025	8.00	270.00	2,160.00
	Progress meeting with City; site visit				
Hood, Bryan		1/20/2025	2.50	270.00	675.00
	Design updates per meeting minutes				
Hood, Bryan		1/21/2025	1.50	270.00	405.00
	Review DLZ docs and next steps, review minutes				
Hood, Bryan		1/22/2025	3.50	270.00	945.00
	Coordination mtg. with traffic/lighting group; Update design per City comments; review water main design				
Hood, Bryan		1/23/2025	1.00	270.00	270.00
	Cost review updates; update CAD changes from client meeting				
Hood, Bryan		1/27/2025	2.00	270.00	540.00
	Regrade layout				
Hood, Bryan		1/28/2025	4.00	270.00	1,080.00
	Team progress meeting to discuss design approaches; revise grading plans				
Hood, Bryan		1/29/2025	1.00	270.00	270.00
	Prepare sub contract payments				
Hood, Bryan		1/30/2025	4.00	270.00	1,080.00
	Road grading				
Hood, Bryan		1/31/2025	2.50	270.00	675.00
	Review updated costs; coordinate revising storm sewer layouts per city comments.				
Staff Engineer					
	Staff Engineer				
Giocolo, Michael		1/10/2025	8.00	145.00	1,160.00
	Reviewing CAD file for LT				
Senior Technician					
	Senior Technician				
Trawinski, Pawel		1/2/2025	8.00	175.00	1,400.00
	plan development				
Trawinski, Pawel		1/3/2025	8.00	175.00	1,400.00
	plan development				
Trawinski, Pawel		1/6/2025	8.25	175.00	1,443.75
	plan development				
Trawinski, Pawel		1/7/2025	7.00	175.00	1,225.00
	plan development				
Trawinski, Pawel		1/8/2025	8.00	175.00	1,400.00
	plan development				
Trawinski, Pawel		1/9/2025	8.25	175.00	1,443.75
	plan development				
Trawinski, Pawel		1/10/2025	7.75	175.00	1,356.25
	plan development				
Trawinski, Pawel		1/13/2025	8.25	175.00	1,443.75
	plan development				

Full payment of this invoice is due within 30 days from invoice date.
Interest at the rate of 1.5% per month (\$25.00/month minimum) plus any/all collection costs/attorney costs may be charged if payment is not received within 60 days from the invoice date.

Project	0002023.00468.0001	City of Elkhart, Oakland Avenue LTCP Har			Invoice	186112
Trawinski, Pawel		1/14/2025	8.25	175.00	1,443.75	
plan development						
Trawinski, Pawel		1/15/2025	8.75	175.00	1,531.25	
plan development						
Trawinski, Pawel		1/16/2025	1.00	175.00	175.00	
progress set plot file						
Trawinski, Pawel		1/17/2025	8.00	175.00	1,400.00	
plan development						
Trawinski, Pawel		1/20/2025	8.00	175.00	1,400.00	
plan development						
Trawinski, Pawel		1/21/2025	8.00	175.00	1,400.00	
plan development						
Trawinski, Pawel		1/22/2025	8.00	175.00	1,400.00	
plan development						
Trawinski, Pawel		1/23/2025	7.50	175.00	1,312.50	
plan development						
Trawinski, Pawel		1/24/2025	8.00	175.00	1,400.00	
plan development						
Trawinski, Pawel		1/28/2025	8.75	175.00	1,531.25	
plan development						
Trawinski, Pawel		1/29/2025	7.75	175.00	1,356.25	
plan development						
Trawinski, Pawel		1/30/2025	8.00	175.00	1,400.00	
plan development						
Trawinski, Pawel		1/31/2025	8.00	175.00	1,400.00	
plan development						
		Totals	224.50		44,352.50	
		Professional Services Total				44,352.50
Consultants						
Geotechnical Consultant						
AP 123454	1/31/2025	CTL Engineering of Indiana, Inc. / Soil borings and environmental report / Invoice: IN-151254, 1/13/2025			25,099.50	
		Total Consultants			25,099.50	25,099.50
Reimbursable Expenses						
Mileage						
000000083434	1/17/2025	Hood, Bryan / Client Mtg			120.40	
Meals						
000000083434	1/17/2025	Hood, Bryan / Lunch			35.84	
		Reimbursables Total			156.24	156.24
					TOTAL THIS PHASE:	\$69,608.24

Phase	30000	Final Design				
Professional Services						
			Hours	Rate	Amount	
Staff Engineer						
Staff Engineer						
Isakson, Michael	1/3/2025	4.00	145.00	580.00		
qty, markups						
Isakson, Michael	1/6/2025	2.00	145.00	290.00		
costs, markups, specs						
Isakson, Michael	1/8/2025	3.50	145.00	507.50		
utility conflict analysis, modeling						
<p style="text-align: center;">Full payment of this invoice is due within 30 days from invoice date. Interest at the rate of 1.5% per month (\$25.00/month minimum) plus any/all collection costs/attorney costs may be charged if payment is not received within 60 days from the invoice date.</p>						

Project	0002023.00468.0001	City of Elkhart, Oakland Avenue LTCP Har	Invoice	186112	
Isakson, Michael		1/9/2025	2.00	145.00	290.00
Modeling					
Isakson, Michael		1/10/2025	2.00	145.00	290.00
Utility Conflict Analysis					
Isakson, Michael		1/13/2025	4.00	145.00	580.00
Utility Coordination, Modeling					
Isakson, Michael		1/14/2025	1.50	145.00	217.50
Modeling, QTY Updates					
Isakson, Michael		1/16/2025	1.00	145.00	145.00
Prepping plan sets for client meeting					
Isakson, Michael		1/17/2025	9.00	145.00	1,305.00
Site Visit and Client Meeting					
Isakson, Michael		1/20/2025	3.25	145.00	471.25
Meeting minutes, design markups from client meeting					
Isakson, Michael		1/21/2025	4.00	145.00	580.00
60% client markups					
Isakson, Michael		1/22/2025	5.00	145.00	725.00
Utility Conflict Analysis, Markups					
Isakson, Michael		1/23/2025	3.00	145.00	435.00
Markups and Utility Conflict Analysis					
Isakson, Michael		1/24/2025	1.50	145.00	217.50
Utility coordination and markups					
Isakson, Michael		1/27/2025	2.50	145.00	362.50
Update meeting with Bryan, Post 60% design					
Isakson, Michael		1/28/2025	6.00	145.00	870.00
Design Questions					
Totals			54.25		7,866.25
Professional Services Total					7,866.25
Reimbursable Expenses					
Mileage					
00000083575	1/17/2025	Isakson, Michael / Drive to Elkhart for Client Meeting			207.20
Reimbursables Total					207.20
TOTAL THIS PHASE:					\$8,073.45
TOTAL THIS SUB-PROJECT:					\$79,019.19
Total this Report					\$79,019.19

Full payment of this invoice is due within 30 days from invoice date.
Interest at the rate of 1.5% per month (\$25.00/month minimum) plus any/all collection costs/attorney costs may be charged if payment is not received within 60 days from the invoice date.



M E M O R A N D U M

DATE: February 21, 2025

TO: Board of Public Works

FROM: Jason Simnick, Project Manager JS

RE: **Elkhart WWTP Capacity Upgrades - Phase 2 - Bid #21-13 - QA7634:
Approval of Change Order 895.2 – Collections and Distribution Garage**

Attached is change order request 895.2 for the Collections and Distribution Garage as part of the Elkhart WWTP Capacity Upgrades – Phase 2 project. This change order is for adjustment to final quantities. This change order will be for a decrease of \$37,351.07 to the current contract price of 561,153.52 for a final contract price of \$523,802.45. This results in a decrease of 3.889% from the original contract price of \$545,000.00.

It is requested the Board of Public Works release retainage and approve Change Order 895.2 for the Elkhart WWTP Capacity Upgrades – Phase 2 project for a reduction in the amount of \$37,351.07 for a final contract price of \$523,802.45.

CHANGE ORDER NO. 895.2

CHANGE ORDER _____ COMMENCEMENT OF
 DATE OF ISSUANCE 02/25/2025 CONTRACT TIME 09/23/2021

OWNER City of Elkhart, Indiana

CONTRACTOR Bowen Engineering Corporation

PROJECT Wastewater Treatment Plant Capacity Upgrades - Phase 2 OWNER PROJ. NO. QA 7634

ENGINEER Donohue and Associates, Inc. SRF PROJ. NO. WW18262004

The Contract Documents are modified as follows upon execution of this Change Order:

1. The total Contract Price is decreased by \$37,351.07 due to the City opting to complete the restoration work around Structure 895 themselves.

CHANGE IN CONTRACT PRICE	
Original Contract Price	\$545,000.00
Net Change from Previously Approved Change Orders:	\$16,153.52
Contract price Prior to this Change Order:	\$561,153.52
Net increase/(decrease) of this Change Order:	(\$37,351.07)
Contract price with all approved Change Orders:	\$523,802.45
Percentage of increase/(decrease) with Change Orders:	(3.889%)

CHANGE IN CONTRACR COMPLETETION TIME	
Original completion time (days)	09/23/2023 Substantial (730), 11/22/2023 Final (790)
Net Change from Previous Change Order:	18 Substantial, 18 Final
Completion time prior to this Change Order (days):	10/11/2023 Substantial (748), 12/10/2023 Final (808)
Net increase/decrease of this Change Order	0 Substantial, 0 Final
Completion time with all approved Change Orders (days):	10/11/2023 Substantial (748), 12/10/2023 Final (808)

CONTRACTOR agrees that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impacts, delays, and accelerated costs. Other than the dollar amount and time allowance listed above, there shall be no other dollar or time compensation as a result of this Change Order.

CHANGE ORDER NO. 895.2

CHANGE ORDER
DATE OF ISSUANCE 02/25/2025 COMMENCEMENT OF
CONTRACT TIME 09/23/2021

OWNER City of Elkhart, Indiana

CONTRACTOR Bowen Engineering Corporation

PROJECT Wastewater Treatment Plant Capacity Upgrades - Phase 2 OWNER PROJ. NO. QA 7634

ENGINEER Donohue and Associates, Inc. SRF PROJ. NO. WW18262004

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL
STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED: *Donohue & Assoc.*

APPROVED: *City of Elkhart
Board of Public Works*

ACCEPTED: *Bowen Engineering Corp.*

By: 
ENGINEER (signature)

By: _____

By: Jason Lemire
Digitally signed by Jason Lemire
DN: cn=Jason Lemire, o=Bowen Engineering Corp., ou=Engineering & Surveying, email=jason.lemire@boweneng.com
CONTRACTOR (signature)

Date: February 21, 2025

By: _____

Date: 2/24/25

By: _____

By: _____

By: _____
OWNER (signatures)

Date: _____



City of Elkhart
Public Works and Utilities

Date Feb 26, 2025
Memo To Board of Public Works
Memo From Laura Kolo, Utility Services Manager *lk*
Subject Wastewater Utility Monthly Report of Operations
for the month of January, 2025

Wastewater MRO Highlights

Parameter	Monthly Avg	Permit Limit
Suspended Solids mg/L	7	30
cBOD5 mg/L	3	25
Phosphorus mg/L	0.66	1.0
Ammonia mg/L	0.09	4.4 (Dec-Apr) 4.2 (May-Nov)
Avg Daily Flow MGD	11.10	Design - 20
Total Monthly Flow MGD	344	Report

Incident Reports Filed

Date	Location	Volume (gal)	Cause
1/14/2025	CSO 007	97,910	power failure

Wet Weather Overflows

Number of Events	Total Overflow Volume (MG)
3	0.11809



M E M O R A N D U M

DATE: February 27, 2025
TO: Board of Public Works
FROM: Timothy Reecer; Assistant Director of Public Works *TR*
RE: **Amendment to South Wellfield Lease Agreement**

As the Board knows, the Water Utility leases land at the South Wellfield to American Towers LLC for the use of telecommunications equipment.

American Towers LLC reached out seeking a modification to their existing lease requesting the addition of "Limited First Right of Refusal" as it pertains to any future sale of real estate of which the Leased Premises is a part of.

In consideration of the Amendment, American Towers LLC, has agreed to compensate the Water Utility a one-time payment in the amount of \$7,000.00.

This request has been approved by Legal.

It is requested the Board of Public Works:

Approve the First Amendment to the South Wellfield Lease Agreement and grant authority for Timothy Reecer to sign on the Board's behalf.

Rod Roberson
Mayor

Laura Kolo
Environmental Resources

Tory Irwin, P.E.
Engineering Services



Public Works &
Utilities Department

Administration, Engineering
& Laboratory
574.293.2572

Utility Billing
574.264.4273

1201 S. Nappanee St.
Elkhart, Indiana 46516

MEMORANDUM

TO: BOARD OF PUBLIC WORKS

FROM: MAGGIE MARNOCHA, BOARD ATTORNEY

DATE: March 4, 2025

RE: Resolution supporting the amendment to the Water Rate Ordinance

Attached please find Resolution 25-R-03, a resolution supporting the amendment to the Water Rate Ordinances No. 5620, 4978 and 5963. Attached also find the proposed ordinance and the IURC Order approving the new rates.

Please support Resolution 25-R-03.

Resolution 25-R-03

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE
CITY OF ELKHART, INDIANA, SUPPORTING THE PROPOSED WATER
RATES AS SUBMITTED TO THE COMMON COUNCIL IN
“AN ORDINANCE AMENDING ORDINANCE 5...”**

WHEREAS, the City of Elkhart, Indiana, is in need of the support of the Board of Public Works for changes to the Water Rate Ordinance No. 4978, as amended by Ordinances 5620 and 5963;

WHEREAS, Indiana Code 8-1.5-3-8 requires the Board of Public Works to set rates in an amount which will ensure a sound fiscal condition for the municipally-owned water utility;

WHEREAS, the increases are necessary to be implemented in order to maintain the municipal water system and provide safe drinking water for the benefits of the citizens of Elkhart;

WHEREAS, the increases would be over a three (3) year period beginning upon the passage of the amending Ordinance; and

WHEREAS, the Indiana Utility Regulatory Commission adjusted the rates proposed in Ordinance 5963, and has approved the rates in the proposed amending ordinance; and

WHEREAS, the series of increases is expected to fund the necessary current and future operating and maintenance expenses, equipment expenses, debt service payments, payments in lieu of taxes, and capital improvements.

NOW THEREFORE, BE IT RESOLVED by the Board of Public Works:

1. Ordinances 4978, 5620, and 5963 should be further amended to reflect the necessary rate increases contained in the proposed Ordinance No. 25-O-__.

2. The changes are contained in Exhibit A, the proposed amending ordinance, and Exhibit B, which is the February 27, 2025 Order of the Indiana Utility Regulatory Commission.

RESOLVED March 4, 2025.

Michael Machlan, President

Chad Crabtree, Vice President

Jamie Arce, Member

Ronnie Davis, Member

Rose Rivera, Member

ATTEST:

Nancy Wilson, Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 5963,
ESTABLISHING RATES AND CHARGES FOR THE USE OF AND SERVICES
RENDERED BY THE WATER UTILITY OF THE CITY OF ELKHART, INDIANA
BY REPLACING APPENDIX A AND APPENDIX B**

WHEREAS, the City of Elkhart, Indiana ("City") owns, operates and maintains a municipal water utility system (the "Utility") to provide safe drinking water for the benefit of the citizens of Elkhart; and

WHEREAS, the Common Council of the City ("Council") adopted Ordinance No. 5963 amending rates, charges and nonrecurring charges for the water and services rendered by the Utility; and

WHEREAS, the Administration has reviewed the financial requirements of the Utility and determined that the current rates and charges of the Utility are insufficient to fund: (i) current and future operating and maintenance expenses, (ii) equipment expenses, (iii) debt service payments, (iv) payments in lieu of taxes, and (v) capital improvements; and

WHEREAS, the Common Council has considered the Rate and Financing Report, dated October 18, 2023, prepared by Baker Tilly Municipal Advisors, LLC (the "Rate and Financing Report") and all other relevant information pertaining to this matter, and has determined that an increase in rates and charges is necessary and proper; and

WHEREAS, on February 27, 2025, the Indiana Utility Regulatory Commission approved an increase in the rates and charges of the Utility to generate sufficient additional revenues to fund ongoing and future expenditures of the Utility; and

WHEREAS, on March 4, 2025, the Board of Public Works (“Board”) adopted Resolution No. 25-R-03, wherein the Board recommends that the Council authorize and approve an increase in the rates and charges of the Utility to generate sufficient additional revenues to fund ongoing and future expenditures of the Utility, and that the Council replace Appendix A and Appendix B of Ordinance No. 5963; and

WHEREAS, the Council should adopt the findings made by the Board as its recommendations are necessary and reasonable and are in the best interests of the residents of the City by ensuring that the water rates are generating sufficient revenues for the Utility to maintain its operations.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF ELKHART, INDIANA, AS FOLLOWS:

Section 1. The recurring rates and charges set out in Appendix A, attached hereto and made a part hereof, and non-recurring charges set out in Appendix B, attached hereto and made a part hereof, are hereby adopted and established as the rates and charges for the use of and the services rendered by the Water Utility System of the City of Elkhart, Indiana.

Section 2. All ordinances and parts of ordinances in conflict with this Ordinance are repealed upon this Ordinance becoming effective as set forth herein.

Section 3. This Ordinance shall be in effect from and after its passage by the Common Council, and approval by the Mayor.

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APPENDIX A

Schedule of Rates and Charges for the City of Elkhart Water Utility

The rates and charges listed below shall become effective:

Phase I: Immediately following the passage of this Ordinance.

Phase II: No more than thirty (30) days before the closing of any Series 2026 debt.

Phase III: No more than thirty (30) days before the closing of any Series 2027 debt.

(A) **Monthly metered rates.** Each customer shall be charged the following rates based upon the use of water supplied by the Water Utility.

		Phase I	Phase II	Phase III
<u>Monthly Metered Rates</u> (per 1,000 gallons)				
First	29,900 gallons	\$ 2.58	\$ 2.66	\$ 2.74
Next	553,500 gallons	1.99	2.05	2.11
Next	508,600 gallons	1.59	1.64	1.69
Over	1,092,000 gallons	1.34	1.39	1.43
<u>Monthly Metered Rates</u> (per 100 cubic feet)				
First	4,000 cubic feet	\$ 1.93	\$ 1.99	\$ 2.05
Next	74,000 cubic feet	1.48	1.53	1.58
Next	68,000 cubic feet	1.19	1.23	1.27
Over	146,000 cubic feet	1.01	1.04	1.07

(B) **Service charge.** Each user is subject to the following service charge per month which is added to the volume charge in excess of a minimum use.

	Phase I	Phase II	Phase III
5/8 inch meter	\$ 2.98	\$ 3.07	\$ 3.16
3/4 inch meter	3.27	3.37	3.47
1 inch meter	4.01	4.14	4.26
1 1/2 inch meter	6.10	6.30	6.48
2 inch meter	9.01	9.30	9.58
3 inch meter	17.34	17.91	18.44
4 inch meter	29.04	30.00	30.88
6 inch meter	62.41	64.46	66.36
8 inch meter	109.12	112.70	116.03

(C) **Minimum charge.** Each user shall pay a minimum charge according to the following meter size for which the user will be entitled to the quantity of water shown for each month. This charge includes the monthly service charge listed in division (B) of this section.

	Phase I	Phase II	Phase III
5/8 inch meter	\$ 10.70	\$ 11.05	\$ 11.38
3/4 inch meter	14.85	15.34	15.79
1 inch meter	23.32	24.08	24.79
1 1/2 inch meter	44.71	46.18	47.55
2 inch meter	70.79	73.12	75.28
3 inch meter	124.19	128.27	132.07
4 inch meter	195.14	201.56	207.51
6 inch meter	376.62	389.00	400.50
8 inch meter	601.07	620.83	639.18

(D) **Municipal and public fire hydrants.**

Each user shall pay a charge according to the following meter size as shown below.

	Phase I	Phase II	Phase III
5/8 inch meter	\$ 3.65	\$ 3.77	\$ 3.88
3/4 inch meter	4.01	4.14	4.26
1 inch meter	5.10	5.27	5.43
1 1/4 inch meter	5.83	6.02	6.20
1 1/2 inch meter	6.57	6.79	6.99
2 inch meter	10.58	10.93	11.25
3 inch meter	40.11	41.43	42.65
4 inch meter	51.07	52.75	54.31
6 inch meter	76.60	79.11	81.45
8 inch meter	105.77	109.25	112.48

(E) *Private fire hydrants - per hydrant:*

	Phase I	Phase II	Phase III
Per Hydrant	\$ 37.19	\$ 38.41	\$ 39.55

(F) *Private fire protection service (automatic sprinkler system):*

Line Size (in inches)	Phase I	Phase II	Phase III
2 inch connection	\$ 4.10	\$ 4.23	\$ 4.35
4 inch connection	16.72	17.27	17.78
6 inch connection	37.19	38.41	39.55
8 inch connection	66.20	68.38	70.40
10 inch connection	103.40	106.80	109.96
12 inch connection	148.76	153.65	158.19

(F) *Temporary users.* Water furnished to temporary users, such as contractors, shall be charged on the basis of the metered rates as metered or estimated by the utility manager.

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APPENDIX B

Schedule of Nonrecurring Charges for the City of Elkhart Water Utility

<i>Schedule of Nonrecurring Charges</i>	
Insufficient payment charge	\$15.00
Recording/release of water liens Liens are for assessment and tap contracts only	\$63.00
Hourly rate, minimum 1 hour ¹	\$38.00
After hours service call, minimum	\$114.00
Visit to reconnect service (turned off for cause)	\$38.00
Bacteriological analysis	\$40.00
Fill swimming pool	\$165.00
Permanent disconnection permit	\$250.00
New customer deposit	\$54.30
Meter testing (5/8" - 1")	\$76.00
Damaged or lost meters	At cost
<i>3" Fire hydrant meter and backflow deposit</i>	\$3,500.00
<i>Fire hydrant use, metered fee</i>	See metered rates
<i>Fire hydrant use, unmetered water fee</i>	\$76.65/per hour
<i>Fee for illegal use of hydrant:</i> The fee for illegal use of hydrant will be \$900, plus recovery of charges for the amount of water stolen. Stolen water charges will be calculated using the utility's approved metered rates and charges. The amount of water stolen will be estimated by the utility's superintendent on a per incident basis. This fee does not eliminate any criminal liability associated with the theft of the water.	
<i>Repair</i> Time and materials - Labor will be charged at \$38.00/hour during regular hours and \$57.00/hour for overtime. - Materials will be charged according to materials bid plus 20% handling fee. - Equipment will be charged according to established equipment charges.	
<i>Tap fees</i>	
Up to and including 1"	\$1,100.00
For taps greater than 1"	Actual cost

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So ORDAINED this _____ day of _____, _____.

Arvis Dawson
President of the Common Council

ATTEST:

Debra D. Barrett, City Clerk

PRESENTED to the Mayor by me this _____ day of _____, _____, at
_____ a.m./p.m.

Debra D. Barrett, City Clerk

Approved by me this _____ day of _____, _____.

Rod Roberson, Mayor

ATTEST:

Debra D. Barrett, City Clerk



M E M O R A N D U M

Date February 24, 2025
To Board of Public Works *BCC*
From Bryan Cress, Regulatory Compliance Manager
RE Powered Industrial Truck (Forklift) Operator Class & Overhead Crane Operator Class

Public Works respectfully requests that the Board of Public Works approve the attached memorandum of understanding for forklift training with ERGO Resource Management, Inc.

ERGO Resource Management will provide training and testing at a rate of \$755 per session with up to 7 employees per session. The training and testing are required under Occupational Safety and Health Administration safety standards. Funds for this training have already been appropriated in safety budgets. Public Works anticipates needing four sessions at a total cost of \$3020.

Please feel free to contact me with any questions.

MEMO OF UNDERSTANDING

ERGO RESOURCE MANAGEMENT, INC.

801 N. Huntington Street, Suite 7
P.O. Box 623
Syracuse, IN 46567
Phone: (574) 457-8020
Fax: (574) 457-8022

Company Representative:	MR. BRYAN CRESS
Company Name:	CITY OF ELKHART - PUBLIC WORKS AND UTILITIES
Company Address:	1201 S. NAPPANEE ST.
City, State, Zip	ELKHART, IN 46516

ERGO RESOURCE MANAGEMENT, INC. agrees to provide professional consulting services for the above mentioned business in the functional area(s) of:

1. FORKLIFT TRAINING FOR UP TO 7 EMPLOYEES, PER SESSION, FOR CLASSROOM AND HANDS ON DRIVER TRAINING TO COMPLY WITH OSHA 1910.178.
2. INCLUDES CERTIFICATE OF COMPLETION AND FORKLIFT LICENSE.

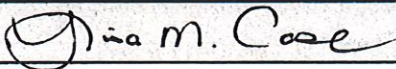
The projected cost range for the services of the above named project(s) is not to exceed	\$ 755.00 PER SESSION
plus project expenses up to and not to exceed	INCLUDED

Fees for services are due and payable upon receipt of an ERGO invoice unless specified arrangements are listed below:

This Memo of Understanding applies only to the project(s) described above. Requested program changes may result in additional professional fees and/or expenses.

During the course of completing interpretive governmental compliance related services, ERGO makes every effort to ensure that the promulgated program standards are met. In the event a program correction is deemed necessary on the interpretation of a regulation, and not on data provided by the client, such correction would be made without additional fee to the client.

This Memo of Understanding is valid for thirty (30) days following the date entered below.

Lisa M. Case 	
Ergo Resource Management Representative	Company Representative Signature
Vice President	
Title	Title
February 17, 2025	
Date	Date



M E M O R A N D U M

Date February 20, 2025
To Mike Machlan, Board of Works President
From Steve Brown, Pretreatment Manager
RE 2024 Significant Industrial Users – Significant Non-Compliance (SNC)

The Control Authority (CA), which is the Board of Public Works as defined in the City's Sewer Use Ordinance (SUO), must annually publish a list of Significant Industrial Users (SIUs) that were in Significant Non-Compliance (SNC).

This publication must be completed by March 28th, and appear in the area's largest daily newspaper, Elkhart Truth, a list of SIUs that were in SNC with the SUO during the previous calendar year.

The 2024 SNC list of SIU's are as follows:

INDUSTRY NAME	PERMIT #	TYPE OF VIOLATION	SNC PERIOD
Atlas Chem Milling	85-16	SNC for receiving late self-monitoring report	1 st quarter of 2024
Bonnell Aluminum	91-01	Failure to conduct required self-monitoring resulting in SNC	1 st quarter of 2024
Temple Products (Wyland)	2018-01	SNC for receiving late self-monitoring report	1 st quarter of 2024
Lippert Components, Plant #72	98-03	SNC for receiving late self-monitoring report	1 st quarter of 2025

Please approve Pretreatment Staff to move forward with the publication process to publish in the Elkhart Truth those Significant Industrial Users that were in Significant Non-Compliance for 2024.

This memo has previously been reviewed by legal.

Rod Roberson
Mayor



Office of Mayor Rod Roberson
229 S. Second St.
Elkhart, Indiana 46516

February 26, 2025

Board of Public Works
City of Elkhart
229 S. Second Street
Elkhart, IN 46516

Dear Board of Works Members,

As part of the City of Elkhart's commitment to creating a vibrant city positioned for continuous growth through elevating our city's quality of place by creating positive cultural experiences, I am requesting your approval of the Elkhart Symphony Association's application for an Economic Development Partnership Grant in the amount of \$20,000.00.

The Elkhart Symphony Association, Inc. is an organization whose goal is to continue to create opportunities for children and adults in our area to participate in and enjoy the symphony for over 75 years. This organization strives to instill civic pride in our community by encouraging artistic integrity, providing innovative opportunities, and developing excellent musical programming for our city's enjoyment. The Elkhart County Symphony is built upon a strong foundation of community musicians that include professionals, educators, students, retirees, and others from our local community. This partnership is mutually beneficial as the City of Elkhart would be featured as a sponsor at the four concerts in the yearly series, showing our dedication to the arts, our community and our City.

Thank you for your consideration of this Elkhart Economic Development Partnership Grant.

Sincerely,

A handwritten signature in black ink, appearing to be "Rod Roberson", written in a cursive style.

Mayor Rod Roberson
City of Elkhart



MEMORANDUM

DATE: 2/26/2025

TO: Board of Works

FROM: Alex Otto, Director of Communications

RE: Approval of Contract with Signs of the Times

Statement of Purpose.

Signs of the Times will be putting up 8 Ft. x 9 Ft. graphics on 24 windows of the new Public Safety Building. These graphics serve two purposes, to alert the public of the city's plan for the building while simultaneously tying the project to the Aspire pillar of Public Safety.

It is requested that the Board of Works approve a one-time contract for \$13,608 for Signs of the Times to install the window graphics.

Alex Otto, is available to answer any questions.

Thank you for your consideration.

- A. Withhold from such sums as may be payable to the Contractor under the terms of this Contract, an amount equal to \$ **0.00 Dollars per day** for each day elapsing between the day so fixed for the completion of said Work and the date upon which said work was completed and accepted by the Board of Public Works.
- B. Re-let said work after giving the notice required by law. The Contractor shall, on demand, pay to the Owner the cost of re-letting and the difference between the cost of completing the project under the new contract, and the cost of completing the project under this Contract. This amount is in addition to any other liquidated damages assessed under any other Article or Paragraph of this Contract.

Article 5. MISCELLANEOUS

- 5.1 No assignment by a party of any rights or interests in the Contract Documents will be binding on another party without written consent; moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated in any written consent to an assignment; and no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 5.2 Contractor, its successors, assigns, and legal representatives shall perform and comply with all covenants, agreements, and obligations contained in the Contract Documents.
- 5.3 Owner shall comply with the covenants and agreements contained in the Contract Documents.
- 5.4 If, at any point in time during this Contract, Contractor is in violation of certain City Ordinances in the manner described at subsections 2A (1) through (5) of Elkhart City Ordinance No. 4101, such violation shall be a material breach of this Contract.
- 5.5 The Contractor shall not pay cash to any individual employed by the Contractor for work done by the individual on the Project.
- 5.6 Non-Discrimination: Pursuant to Indiana Code § 22-9-1-10, neither Elkhart nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment with respect to hire, tenure, or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, nation origin, or ancestry.
- 5.7 The Contractor shall be paid by electronic funds transfer unless Contractor notifies the Owner of a valid reason for another method of payment.

Article 6. E-VERIFY REQUIREMENT

By executing this contract, Contractor agrees to all the terms outlined in this Article 6.

- 6.1. All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section.
- 6.2 Pursuant to I.C. § 22-5-1.7 et seq., Contractor shall enroll in and verify the work-eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Contractor is further required to execute an affidavit affirming that: (i) it is enrolled and participating in the E-verify program; and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide the City with documentation that it is enrolled and participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Contractor and delivered to the City's authorized representative.
- 6.3 Should Contractor subcontract for the performance of any work under this Agreement, the Contractor shall require any subcontractor to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens; and (ii) the subcontractor is enrolled and participating in the E-verify program. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to the City within seven days of the effective date of the subcontract.
- 6.4 Before an individual who is required to be verified begins work on the public works project, the E-Verify case verification number for that individual must be submitted to the Owner.
- 6.5 If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Contractor or any subcontractor of Contractor fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.
- 6.6 The E-Verify requirements of this Agreement will not apply should the E-Verify program cease to exist.

Article 7. CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

By executing this contract, Contractor certifies that pursuant to Indiana Code 5-22-16.5 *et seq.*, Contractor is not now engaged in investment activities in Iran. I understand that providing a false certification could result in fines, penalties, and civil action listed in Indiana Code 5-22-16.5-14.

Article 8. TITLE VI CERTIFICATION

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the on the grounds religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those program, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

By executing this contract, the Contractor hereby certifies that it has received the City of Elkhart's Title VI Policy, stated above, and agrees to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

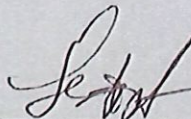
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IN WITNESS WHEREOF, the parties hereto execute this Agreement, effective March 4, 2025.

By: Anderson Signs of The Times
Contractor

I, Lester Anderson, certify that I am the President

of Anderson's Signs of the Times LLC named as Contractor herein and said Agreement was duly signed for and in behalf of said Anderson's Signs of the Times LLC by authority of its governing body, and is within the scope of corporate powers.



Printed: Lester R. Anderson

BOARD OF PUBLIC WORKS
CITY OF ELKHART, INDIANA

By: _____
Michael Machlan, President

By: _____
C. Jamie Arce, Vice President

By: _____
Ronnie Davis, Member

By: _____
Andrew Jones, Member

By: _____
Rose Rivera, Member

ATTEST:

Nancy Wilson, Clerk
Board of Public Works

Anderson's Signs Of The Times LLC
 Elkhart, IN 46517

Estimate

Date 10/1/2024
 Estimate # EMT-3387

Name / Address
City of Elkhart / Adam Fann

P.O. #
 Terms

Due Date 10/1/2024
 Other

Description	Qty	Rate	Total
8 ft tall x 9 ft wide graphics printed and applied to windows	24	567.00	13,608.00
50 % Deposit - Balance due at completion	Subtotal		\$13,608.00
	Sales Tax (7.0%)		\$0.00
	Total		\$13,608.00

sottelkhart@gmail.com

574-294-7460

www.signsofthetimeselkhart.com

574-296-7464

Rod Roberson
Mayor

Michael Huber
Director of Development Services



Development Services
Community Development
Economic Development
Planning Services
Redevelopment
229 S. Second St.
Elkhart, IN 46516
574.294.5471
Fax: 574.295.7501

DATE: February 27, 2025

TO: City of Elkhart Board of Public Works

FROM: Michael Huber, Development Services Director

RE: Services Contract with University of Notre Dame for Unified Development Ordinance

The Development Services Department is asking for the board's approval and execution of the attached agreement with the University of Notre Dame. The agreement outlines a scope of services that details the activities that will be performed to assist in creating an Overlay Zoning District to be included in the City's new Unified Development Ordinance. The Contract total is \$25,000, which will be paid through the Development Services and Planning & Zoning professional services budgets. We appreciate your consideration of this request.